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maintenance of any business avocation on the property fronting on said boulevard." Pursuant to this authority the municipal assembly of St. Louis enacted an ordinance establishing certain boulevards and forbade thereon the following of any business avocation whatever. *Held*, that while such act of the legislature was not a special act it was nevertheless in violation of the Constitution, Art. 2 § 30, declaring that no person shall be deprived of property without due process of law. *City of St. Louis v. Hill*, 116 Mo. 527, 22 S. W. Rep. 861.

*Contributory Negligence—Financial Condition of Parents—Charge to the Jury.*—*Fox v. Oakland Consol. St. Ry.*, 50 Pac. Rep. 25 (Cal.). In an action against a street railway company for negligently causing the death of a child, the judge of the lower court charged the jury as follows: "The fact that plaintiff is a poor man, if that be true, constitutes no ground why he is entitled to a verdict, but is a matter to be considered by you in determining whether or not he has been guilty of contributory negligence." *Held*, erroneous. The courts have held differently in regard to this question, but to quote from *Mayhew v. Burns*, 113 Ind. 339, 340: "Whether one was negligent or not in a given case must be determined by considering his or her conduct as it related to the particular circumstances of the occasion or affair out of which the case arises." In the case at bar, the contention seemed to be that plaintiff's poverty affected his ability to have the child properly cared for.

#### CONTRACTS.

*Implied Contracts—Statute of Frauds—Rescission.*—*Miller v. Roberts*, 47 N. E. Rep. 585 (Mass.). Plaintiff conveyed his farm at the request of the defendant to a third person in consideration of defendant's oral promise to convey to him another farm. Defendant, without plaintiff's consent, sold and conveyed the farm he had agreed to convey to plaintiff to another person, thus making it impossible for him to perform his agreement. *Held*, that defendant was liable for the property conveyed by the plaintiff for his benefit, notwithstanding the agreement by which he received it could not have been enforced by reason of the Statute of Frauds. Where one receives money or property on an executory contract which cannot be enforced by reason of the Statute of Frauds, and he then refuses to perform the contract, he is liable on an implied promise to return the money or pay for the property. *Dix v. Marcy*, 116 Mass. 416; *Root v. Burt*, 118 Mass. 521.

*Delivery—What Constitutes.*—*People's Nat. Bank v. Freeman's Nat. Bank*, 47 N. E. Rep. 588 (Mass.). Where a sealed package of papers was sent to a collector with a draft attached for collection and with instructions to deliver papers only upon payment of draft, a temporary surrender of the package to the drawee for examination was not a "delivery" within the instructions. The delivery contemplated by the letter of instructions was an absolute one, and could be no other than that which was necessary to be made upon payment of the draft, *i.e.*, a surrender of the package to the drawee as his own property.

*Life Insurance—Wager Policy.*—*Givens v. Veeder*, 50 Pac. Rep. 316 (N. M.). A assigns to B a life insurance policy for \$5,000 to secure a debt of \$2,000, and B afterwards pays semi-annual premiums, interest, etc., amounting to \$4,500 at the time of the insured's death. A second creditor, C, to whom A had assigned his title in the insurance policy, which he did not possess because